

No. 84-9

Office Supreme Court, U.S.
FILED
NOV 15 1984

IN THE
Supreme Court of the United States

ALEXANDER L. STEVAS
CLERK

OCTOBER TERM, 1984

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,
and CECILIA STEVENSON,
Petitioners,

v.

DORIS RUSSELL,
Respondent.

**On Writ of Certiorari to the United States Court of Appeals
for the Ninth Circuit**

JOINT APPENDIX

JOHN E. NOLAN
PAUL J. ONDRASIK, JR.
ANTONIA B. IANNIELLO
STEPTOE & JOHNSON
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036
(202) 862-2000
Counsel for Petitioners

BRAD N. BAKER
BAKER & BURTON, P.C.
515 Pier Avenue
Hermosa Beach, California 90254
(213) 376-9893
Counsel for Respondent

**PETITION FOR CERTIORARI FILED JULY 5, 1984
CERTIORARI GRANTED OCTOBER 1, 1984**

64 PR

TABLE OF CONTENTS

	Page
(1) Relevant Docket Entries	
United States Court of Appeals for the Ninth Circuit	1
United States District Court for the Central District of California	4
(2) Massachusetts Mutual Life Insurance Company Employee Salary Continuance Plan	9
(3) Employee Salary Continuance Plan, an Employee Handbook, January 1, 1978	19
(4) Massachusetts Mutual Life Insurance Company Employee Disability Plan	32
(5) Your Long-Term Disability Plan, an Employee Handbook	49
The following items of the Joint Appendix are reproduced in the Appendix to the Petition for a Writ of Certiorari ("Pet. App.") filed on July 5, 1984.	
(6) Judgment and Opinion of the United States Court of Appeals for the Ninth Circuit dated December 16, 1983	Pet. App. 1a
(7) Judgment and Findings of Fact and Conclusions of Law of the United States District Court for the Central District of California dated August 24, 1981	Pet. App. 26a
(8) Order of the United States Court of Appeals denying rehearing dated April 6, 1984	Pet. App. 34a
(9) Statutory Provisions: Sections 409, 501, 502, and 503 of the Employee Retirement Income Security Act of 1974	Pet. App. 35a
(10) Regulations promulgated under Section 503 of the Employee Retirement Income Security Act of 1974	Pet. App. 41a

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

No. 81-5879

DORIS RUSSELL,
Plaintiff-Appellant,
v.

MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY, *et al.*,
Defendants-Appellees.

DOCKET ENTRIES

DATE	FILINGS—PROCEEDINGS
1981	
Oct 19	DOCKET NUMBER ASSIGNED. -db- JS34 prepared
Oct 22	DOCKETED CAUSE & ENTERED APPEARANCES OF COUNSEL. -db-
Nov 4	FILED CERT OF RECORD (10/28/81) -db-
Nov 4	APPELLANTS OPENING BRIEF DUE DECEMBER 14, 1981. -db-
Dec 14	Filed Orig & 15 apt's opening briefs & 5 Excerpts. In two (2 volumes) (48 pgs, excluding the appendix) 12/11 ogm
1982	
Jan 8	Fld mtn & ord (CLK) gntg appellees an ext of time to file the answering brief to: 2-10-82. bbm

DATE	FILINGS—PROCEEDINGS
Feb 16	Filed orig & 15 Appellees' briefs & Excerpt (supplemental) of record. 2/10 ec
Feb 24	Fld mtn & ord (CLK) gntg appellants an ext of time to file the reply brief to: 3-10-82. bbm
Mar 15	Filed as of 3/12, Org & 15 Aplt's reply briefs. (25 pgs) 3/10 ogm
Mar 17	FILED AS OF NOVEMBER 4, 1981, CERTIFIE RECORD ON APPEAL IN THREE VOLUMES. PLEADINGS, VOLUMES I AND II, ONE COPY EACH ONLY; REPORTER'S TRANSCRIPT, VOLUME III, ORIGINAL ONLY. ONE ENVELOPE OF EXHIBITS IN LPS. ogm
May 5	Rec'd (IN LA) aplt's additional citations. (sent to panel by dpty in LA) -db-
May 5	ARGUED & SUBMITTED BEFORE FLETCHER, PREGERSON & REINHARDT, CJJ. -db-
Dec 16	ORDERED OPINION (REINHARDT) FILED & JUDG TO BE FILED & ENTERED. klm
Dec 16	FILED OPINION—AFFIRMED IN PART, REVERSED IN PART. klm
Dec 16	FILED & ENTERED JUDGMENt. klm
1984	
Jan 5	Filed order (FLETCHER, PREGERSON, REINHARDT, CJ's) : Aplt Doris Russell is to be awarded costs on appeal. ra
Jan 10	Filed in L.A., as of January 6, 1984, orig & 3, appellees' EMERGENCY MOTION OF APPELLEES TO (1) STAY MANDATE and (2) TO ENLARGE TIME TO FILE PETITION FOR REHEARING. 1/6/84 (REINHARDT) pn

DATE	FILINGS—PROCEEDINGS
Jan 13	Filed Order (REINHARDT) Aplees' motion for an ext of time to file a petition for rehearing is granted. The petition shall be filed within 21 days of the date of this order. ec
Jan 23	Filed, orig only, appellant's MOTION OF APPELLANT TO FILE BILL OF COSTS w/BILL OF COSTS. 1/18/84 (fisher) pn
Feb 3	Filed, orig & 33, appellees' PETITION FOR REHEARING & SUGGESTION FOR REHEARING EN BANC. 2/2/84 15 pages (PANEL & TO ALL ACTIVE JUDGES) pn
Feb 28	Filed Order (Dep. Clrk) Appellant's motion for leave to file a late cost bill is granted. Costs are taxed in the amount of nine hundred forty dollars and fifty cents (\$940.50). This order is subject to reconsideration if opposition is mailed within ten (10) days. pw
Apr 6	Filed Order (FLETCHER, PREGERSON, REINHARDT) The petition for rehearing is DENIED and the suggestion for rehearing en banc is REJECTED. pw
Apr 17	MANDATE ISSUED w/costs
July 20	RECVd SC notice of filing petition for writ of cert. on 7/5/84, SC#84-9. pn
Oct 10	Filed, as of Oct 4, 1984, certified copy of SC order of 10/1/84, granting certiorari. (COPIES TO PANEL) pn

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

No. 81-0116-R

DORIS RUSSELL and RONALD RUSSELL,
Plaintiff,
v.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,
CECILIA STEVENSON, and DOES 1 THROUGH 50,
INCLUSIVE,
Defendant.

DOCKET ENTRIES

DATE	PROCEEDINGS
01/09/81	1. Fld Petn for Removal w/cc of Summs & Complt. 2. Fld Bond for Removal in the amnt of \$500. frm Highlands Insur. Co. Bond #819247. 3. Fld Note of flg of petn for removal and removal bond.
1-12-81	4. Fld notc to cnsl
1-16-81	5. Fld defts notc of motn & motn to dism retnbl 2-17-81, 10AM
2-2-81	6. Fld joint stat rpt
2/9/81	7. Fld Stip & ORD(R) dsmsg complt as to pltf Ronald Russell; defts to fi & srv ans to complt w/in 10 das of entry of Crt's ord purs to this stip; Hrg presently scheduled for 2/17/81, be tkn off cal. (ENT 2/10/81) Mld cpy defts.
2-23-81	8. Fld defts', Massachusetts Mutual Life Insurance Co. & Cecilia Stevenson's ANSWER TO COMPLAINT

DATE	PROCEEDINGS
3-27-81	9. Fld note of hrg re disml for want of prosecutn retnbl 4-13-81, 10AM
4-28-81	10. Fld defts note of change of address of attys
5-15-81	11. Fld notc of PTC retnbl 7-20-81, 10AM
6-19-81	12. Fld Stip & ORD cont PTC to 8-17-81, 10AM
6-25-81	13. Fld Stip & ORD cont PTC to 8-24-81, 10AM
7-7-81	14. Fld pltf's DEMAND FOR TRIAL BY JURY
7-8-81	15. Fld pltfs notc of tkng depos of Custodian of Records of County of Los Angeles. Issd. 16. Fld pltfs note of tkng depos of Dr. Michael D. Rosco on 7-24-81. Issd.
7-13-81	17. Fld defts' exhibits to motn for S/J 18. Fld defts aff of Peter A. Feige in suppt of motn for S/J 19. Fld defts aff of Denis P. Hunady in suppt of motn for S/J 20. Fld defts memo of P&As in suppt of defts' motn for S/J 21. Fld defts aff of Robert Allison Johnson in suppt of motn for S/J 22. Fld defts notc of motn & motn for S/J retnbl 8-17-81, 10AM LODGED defts prop findings of fact & conclus of law LODGED prop S/J 23. Fld defts aff of Charles S. Dole in suppt of motn for S/J
7-23-81	24. Fld pltf's memo of P&A's in opp to defts' motn for S/J

DATE	PROCEEDINGS
	25. Fld pltf's aff in opp to defts' motn for S/J
	26. Fld pltf's aff of Michael D. Rosco, M.D. in opp to defts' motn for S/J
	27. Fld pltf's aff of Ronald L. Russell in op to defts' motn for S/J
	28. Fld pltf's statmnt of genuine issues
	29. Fld pltf's exhibits to op to motn for S/J (Vol. I)
	30. Fld pltf's exhibits to opp to motn for S/J (Vol. II)
	31. Fld pltf's exhibits to opp to motn for S/J (Vol. III)
7-28-81	32. Fld Stip & ORD (Kn) that motn for S/J be cont to 8-24-81, 10AM
7-30-81	33. Fld pltf's objectns to aff of Denis P. Hunady in suppt of motn for S/J
8-6-81	34. Fld pltf's proof of srvce by mail of objectns to aff of Denis P. Hunady in suppt of motn for S/J srvd Richard T. Davis Esq. on 8-5-81
8-10-81	35. Fld pltf's witness list
	36. Fld pltf's exhibit list
	37. Fld pltf's memo of contentions of fact & law
8-11-81	38. Fld pltf's applicatn & ORD (Kn) to shortn ti for notc of motn for leave to amend complt GRANTED. Opp papers to be srvd on pltfs by 8-14-81
	39. Fld pltf's memo of P&A's in suppt of pltf's motn for leave to amend complt
	40. Fld pltf's aff of Brad N. Baker in suppt of motn for leave to amend complt

DATE	PROCEEDINGS
8-11-81	41. Fld pltf's notc of motn & motn for leave to amend complt retnbl 8-24-81, 10AM
8-14-81	42. Fld pltf's declaratn
	43. Fld defts' memo of P&A's in oppo to mot for lv to amnd
8-17-81	44. Fld defts' reply to pltf's oppo to mot for S/J
	45. Fld defts' memo of contents of fact & law
	46. Fld defts' exh list
	47. Fld defts aff of R.T. Davis Jr; req for judicial ntc
	48. Fld defts' supplmt to reply to pltf's oppo to mot for S/J
	LODGED pltf's prop PTC ord
8-17-81	49. Fld defts' aff of R.T. Davis Jr., in oppo to mot for lv to amnd complt
8-19-81	50. LODGED cert copy of DEPOSITION of Doris M. Russel, tkn 2-26-81, volume I
	51. LODGED cert copy of DEPOSITION of Doris M. Russel, tkn 3-5-81, volume II
8-21-81	52. Fld pltf's aff
	53. Fld pltf's aff spptg filing of pltf's objs to defts' exhs
8-24-81	54. MIN ORD: PTC held; crt GRANTS deft's mot for S/J
8-24-81	55. Fld deft's Findgs of Fact & Conclusns of Law (R) (ENT 8-26-81) mld cys & ntc.
	56. Fld ORD(R) that deft's mot for S/J is GRANTED & that pltf tk nothing by reason of claims in complt; complt is dism w/prej (ENT 8-26-81) mld cys & ntc. MDJS-6

DATE	PROCEEDINGS
9/8/81	55. Fld pltf's/deft's BILL OF COSTS Retble 9/14/81 Taxed costs in sum of \$1,710.85 against pltf
9/24/81	56. Fld pltf's NOTC OF APPEAL to 9th Cir C/A frm judgmt ent 8/26/81. \$70.00 flng & docket fees pd.
10/2/81	57. Fld pltf proof of servic served notc of appeal on 9/29/81.
10-28-81	Fld orig rept'r's transc of proc had on 8-24-81.
12/14/81	58. Fld pltf designation of clerk's recrd.
2/20/82	59. Fld defts
3-10-82	Paid & Fwd to C/A 1 cc of clk's rec on , along w/Orig rept'r's transc of proedgs had on 8-24-81.
3-14-84	60. MO: Crt ORDS mandate frm USCA 9th Cir fld & sprd; costs awarded in amt of \$940.50 for Doris Russell. (ENT 3-21-84) Mld cyps.
3/5/84	LODGED Order frm 9th Cir C/A Granting appellant's motn to filed a late bill of cost. Cost are taxed in amount of \$940.50.
4-11-84	LODGED ord fr USCA denying pet for rehrng & to reject sug for rehrg en banc.
5-14-84	61. MIN ORD: Crt ORDS judgmt of USCA, 9th Cir. affirmng in prt & reversng in prt the jdmt fld & spread. Crt sets Stat conf fr 7-2-84 10:00am (ENT 5-17-84) MD JS-5
7-23-84	62. ORD stat confr contd to 8-20-84, 10AM MO
8-20-84	63. ORD matt contd to 10-15-84, 10AM MO
10-5-84	64. Status confer hearing contg to 11-5-84 fr hearing MO

[United States District Court for the Central District of California, Exhibit A to Affidavit of Robert Allison Johnson, filed in Support of Memorandum of Points and Authorities in Support of Defendants' Motion for Summary Judgment, July 13, 1981]

**MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY EMPLOYEE SALARY CONTINUANCE PLAN**

September 13, 1978

VOTED:

That the document attached hereto entitled Massachusetts Mutual Life Insurance Company Employee Salary Continuance Plan be ratified and approved for employees who were participants in the Plan as of December 31, 1977 and for employees who became participants on or after January 1, 1978.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY EMPLOYEE SALARY CONTINUANCE PLAN	
PURPOSE	Page 1
ELIGIBILITY AND MEMBERSHIP	Page 1
PREVIOUS SERVICE	Page 2
PLAN CONTRIBUTIONS	Page 3
BENEFITS	Page 3
SALARY CONTINUANCE SCHEDULE I	Page 4
SALARY CONTINUANCE SCHEDULE II	Page 5
BENEFIT REDUCTIONS	Page 6
1.) Workers' Compensation	Page 6
2.) Social Security Disability Benefits	Page 6
3.) State Disability Benefits	Page 7
CLAIM PROCEDURES	Page 7
PLAN ADMINISTRATION	Page 8
FUNDING POLICY	Page 10
AMENDMENT AND TERMINATION	Page 10

Massachusetts Mutual Life Insurance Company (the Company), 1295 State Street, Springfield, Massachusetts 01111, is the Plan Sponsor of the Salary Continuance Plan. The Plan Year is January 1-December 31.

PURPOSE

The Employee Salary Continuance Plan provides for the continuation of salary payments for eligible employees who are absent from work because of sickness or accident.

ELIBILITY AND MEMBERSHIP

Persons become members of the Plan when employed as permanent employees of the Company in one of the following employment categories: full-time permanent, part-time permanent (Home Office) or reduced time permanent (Agency Field).

Membership is automatic upon being employed in an eligible category. Certificates of membership are not distributed for the Plan. Each employee is provided with a booklet describing the Plan.

Plan membership continues until the occurrence of one of the following events:

1. Termination of employment in an eligible category, or
2. Retirement. For this purpose "retirement" means:
 - (a) actual retirement from employment with the Company either (1) in accordance with the Massachusetts Mutual Employee Pension Plan, if applicable, including early retirement as allowed therein, or (2) on the first day of the month next following the Participant's date of termination of employment occurring on or after his 65th birthday, or (3) in the case of a retired employee who is re-employed after retirement, the date of his termination of employment; and

(b) disability which entitles the Participant to commence receiving benefits under the Massachusetts Mutual Employee Disability Plan.

PREVIOUS SERVICE

Previous service as an employee, or as a General Agent, or full-time agent of the Company will count toward accumulating salary continuance as follows:

1. Previous employment in an eligible category is counted if the employee returns to work within 30 days of separation from employment for any reason.
2. Service as a General Agent of the Company, or as an agent of the Company on a full-time basis, or as a salaried employee of a subsidiary corporation of which the Company owns 51% or more of the capital stock will be counted, provided such person became a permanent employee immediately after any period of such service.
3. Credit is given for full-time temporary service if such service is immediately prior to a transfer to full-time, reduced time, or Home Office part-time permanent status.

PLAN CONTRIBUTIONS

The Plan is non-contributory and all costs are paid by the Company.

BENEFITS

Payments of salary continuance benefits are made when an employee is absent from work because of illness or injury. An employee will not receive salary continuance payments when the absence occurs for reasons other than illness or injury.

The amount of benefits depends on each employee's date of employment as defined under the Plan, the employee's length of service and the employee's sickness or accident record during the previous three years. The following salary continuance schedules apply. For employees who

were participants in the Plan as of December 31, 1977, and have been continuously employed since that date in an eligible category, benefits are determined from the following Schedule 1:

SALARY CONTINUANCE SCHEDULE I *

**

(Employees Eligible as of December 31, 1977)

Sickness/Accident After Service for	Full Salary	+	Two-Thirds Salary	+	One-Third Salary
Less than 3 Months	0 Weeks		0 Weeks		0 Weeks
3 to 6 Months	0 Weeks		1 Week		1 Week
6 Months	1 Week		1 Week		1 Week
1 Year	2 Weeks		2 Weeks		2 Weeks
2 Years	4 Weeks		4 Weeks		4 Weeks
3 Years	6 Weeks		6 Weeks		6 Weeks
4 Years	8 Weeks		8 Weeks		8 Weeks
5 Years	10 Weeks		10 Weeks		10 Weeks
6 Years	12 Weeks		12 Weeks		12 Weeks
7 Years	14 Weeks		14 Weeks		11 Weeks
8 Years	16 Weeks		16 Weeks		10 Weeks
9 Years	18 Weeks		18 Weeks		9 Weeks
10 Years	22 Weeks		22 Weeks		8 Weeks
11 Years	24 Weeks		21 Weeks		7 Weeks
12 Years	26 Weeks		20 Weeks		6 Weeks
13 Years	28 Weeks		19 Weeks		5 Weeks
14 Years	30 Weeks		18 Weeks		4 Weeks
15 Years	32 Weeks		17 Weeks		3 Weeks
16 Years	34 Weeks		16 Weeks		2 Weeks
17 Years	36 Weeks		15 Weeks		1 Week
18 Years	38 Weeks		14 Weeks		0 Weeks
19 Years	40 Weeks		12 Weeks		0 Weeks
20 Years	42 Weeks		10 Weeks		0 Weeks
21 Years	44 Weeks		8 Weeks		0 Weeks
22 Years	46 Weeks		6 Weeks		0 Weeks
23 Years	48 Weeks		4 Weeks		0 Weeks
24 Years	50 Weeks		2 Weeks		0 Weeks
25 Years	52 Weeks		0 Weeks		0 Weeks
25 + Years	52 Weeks		0 Weeks		0 Weeks

* Locate length on service in Column 1, then read across to determine the period and rate of salary continuance payments.

** Benefits on the Schedules are reduced by the total of all "Full Salary", "Two-Thirds Salary" and "One-Third Salary" benefits for sickness or accident absences during the previous three years, and by any applicable benefit reductions discussed below.

Employees who became participants on or after January 1, 1978, are eligible for benefits determined from the following Schedule II:

SALARY CONTINUANCE SCHEDULE II *		
	**	
-1-	-2-	-3-
Sickness/Accident After Service for	Full Salary	Two-Thirds Salary
Less Than 6 Months	0 Weeks	0 Weeks
6 Months	0 Weeks	1 Week
1 Year	1 Week	2 Weeks
2 Years	2 Weeks	3 Weeks
3 Years	3 Weeks	4 Weeks
4 Years	4 Weeks	5 Weeks
5 Years	5 Weeks	6 Weeks
6 Years	6 Weeks	8 Weeks
7 Years	8 Weeks	10 Weeks
8 Years	10 Weeks	10 Weeks
9 Years	12 Weeks	10 Weeks
10 Years	14 Weeks	10 Weeks
11 Years	16 Weeks	10 Weeks
12 Years	18 Weeks	8 Weeks
13 Years	20 Weeks	6 Weeks
14 Years	22 Weeks	4 Weeks
15 Years	24 Weeks	2 Weeks
16 Years	26 Weeks	0 Weeks
16+ Years	26 Weeks	0 Weeks

* Locate length on service in Column 1, then read across to determine the period and rate of salary continuance payments.

** Benefits on the Schedules are reduced by the total of all "Full Salary" and "Two-Thirds Salary" benefits for sickness or accident absences during the previous three years, and by any applicable benefit reductions discussed below.

BENEFIT REDUCTIONS

1. *Workers' Compensation*

Employees eligible for payments for time lost from work under Workers' Compensation will receive those payments from the carrier of the Company's Workers' Compensation Insurance. If payments for lost time are less than the amount shown under the Salary Continuance Schedule, the Company will pay the difference between the amount payable under the Salary Continuance Schedule and the amount received under Workers' Compensation. If those payments are more than the amount shown on the Salary Continuance Schedule, the Company will not pay any benefits under the Plan.

2. *Social Security Disability Benefits*

For employees who qualify for benefits under the Social Security Disability insurance program, such Social Security benefits will affect payments made under the Plan according to the following schedule:

- A. Full salary continuance pay will be reduced by the amount received from Social Security.
- B. Two-thirds salary continuance pay will be reduced so that the total pay received from the Company Plan plus Social Security will not exceed 75% of normal pay.
- C. One-third salary continuance pay, when applicable, will be reduced so that the total amount received from the Company Plan plus Social Security will not exceed 50% of normal pay.

3. *State Disability Benefits*

In states where the Company contributes under the state disability benefits law on behalf of its employees, the state disability benefits are integrated with the Com-

pany Plan benefits. This means that the Company will pay the amount determined by the Salary Continuance Schedule minus the amount payable under the state disability benefits law. In states where the employee alone contributes under the state disability benefits law, the state disability benefits and the Company Plan benefits are integrated to the extent that the employee does not receive more than 100% of normal pay.

CLAIM PROCEDURES

Special claim forms for salary continuance benefits are not necessary. Employees who are considered nonexempt under the Fair Labor Standards Act (FLSA) submit weekly time cards and salary continuance benefits are paid when it is indicated that there is an absence due to illness or injury. Exempt employees under the FLSA are paid salary continuance benefits when their monthly illness cards indicate absence due to illness or injury.

A doctor's verification of illness or injury is required if the absence continues for five or more consecutive working days. Benefits will not be paid where the required doctor's verification has not been provided.

If additional information is needed to process the claim, the employee will be provided with a listing of such additional information and the reason it is required for claim processing.

Claim denials will be furnished in writing stating the specific reasons for denial, the specific Plan provisions on which the denial is based, and an explanation of the review procedure. If an employee's claim is denied, such employee or the employee's authorized representative will have 60 days in which to appeal the decision to the Plan Administrator (see PLAN ADMINISTRATION section). The employee may also review any documents relating to the denial and submit in writing further information and comments. The Plan Administrator will make a final de-

cision on a review of the claim within 60 days. The Plan Administrator will give specific reasons and references to the Plan provisions on which the decision is based. The 60-day period may be extended for another 60 days if the Plan Administrator feels that special circumstances exist which require an extension of time.

PLAN ADMINISTRATION

The Payroll Section of the Employee Services Department in the Home Office is responsible for all administrative and recordkeeping duties as well as for the determination of benefits according to the Salary Continuance Schedules.

The Plan Administrator is: R. Allison Johnson, Senior Vice President, Corporate Personnel, Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111, Telephone No. (413) 788-8411.

Any communication regarding denial of benefits should be addressed to: Plan Administrator, Salary Continuance Plan, c/o Payroll Section, Employee Services Department, Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111.

The agent for legal process is: A. Peter Quinn, Jr., Executive Vice President and General Counsel, Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111, or the Plan Administrator.

All other communications should be sent as follows:

For Life Agency Employees

Agency Financial
Administration Department
Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, MA 01111

For All Other Employees

Payroll Section
Employee Services Department
Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, MA 01111

FUNDING POLICY

The Funding Policy of this Plan is to provide for the payment of benefits with funds taken from the general assets of the Company

AMENDMENT AND TERMINATION

The Plan may be amended or terminated at any time by a duly adopted resolution of the Board of Directors of the Company.

[United States District Court for the Central District of California, Exhibit B to Affidavit of Robert Allison Johnson, filed in Support of Memorandum of Points and Authorities in Support of Defendants' Motion for Summary Judgment, July 13, 1981]

EMPLOYEE SALARY CONTINUANCE PLAN

an employee handbook, January 1, 1978

This handbook is designed to explain to you the highlights of the Salary Continuance Plan. This description is not part of the Plan and does not modify it or serve as a conclusive interpretation of its terms. It merely outlines circumstances applicable to most participants and does not cover less usual situations. If you have any questions, contact (a) for Life Agency Office employees—the Agency Financial Administration Department or (b) for all other employees—the Payroll Section, Employee Services Department, Home Office.

Plan Sponsor: Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, Massachusetts 01111

Employer Identification Number: 04-1590850

Plan Number: 504

Plan Year: January 1—December 31

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. ELIGIBILITY AND MEMBERSHIP	1
III. BENEFITS AND CLAIM PROCEDURES	2
IV. BENEFIT REDUCTIONS	6
V. PLAN ADMINISTRATION AND PARTICIPANT'S RIGHTS	7

**MASSACHUSETTS MUTUAL EMPLOYEE
SALARY CONTINUANCE PLAN**

I. INTRODUCTION

The Employee Salary Continuance Plan provides for the continuation of salary payments for eligible employees who are absent from work because of sickness or accident. It is a most valuable employee benefit provided at no cost to members.

II. ELIGIBILITY AND MEMBERSHIP

How do I become a member of the plan?

You automatically become a member when you become employed as a permanent employee of the Massachusetts Mutual Life Insurance Company (the Company) in one of the following employment categories; full-time permanent, part-time permanent (Home Office) or reduced time permanent (Agency Field).

How will I know I am a member?

Upon being employed in an eligible category, you *automatically* become a member of the Plan. Certificates of membership are *not* distributed for this Plan.

Do I have to pay anything for Plan membership?

No. The Plan is non-contributory and all costs are paid by the Company.

How long will I remain a member?

You will be a member of the Plan until:

1. You terminate employment in an eligible category, or
2. You retire under the Massachusetts Mutual Employee Pension Plan, or
3. You retire under the Massachusetts Mutual Employee Disability Plan.

Amendment or Termination of Plan

While it is the Company's intention to keep this Plan in effect, the Company retains the right to amend or to terminate the Plan at any time at its election.

III. BENEFITS AND CLAIM PROCEDURES

When am I eligible for benefits?

You are eligible for salary continuance benefits when you are absent from work because of illness or injury. You are not eligible for salary continuance benefits when you are absent for any other reasons.

How do I apply for benefits?

Special claim forms for salary continuance benefits are not necessary. If you are considered a non-exempt employee under the Fair Labor Standards Act (FLSA), (i.e., clerical and non-titled employees) you submit weekly time cards and salary continuance benefits are paid when you indicate an absence due to illness or injury. If you are considered an exempt employee under the FLSA (titled employee), you are paid salary continuance benefits when the monthly illness cards that you submit indicate absence due to illness or injury.

Do I need a doctor's verification of illness to receive benefits?

A doctor's verification is required if you have been absent because of illness or injury for 5 or more consecutive working days. Benefits will not be payable where the required doctor's verification has not been provided.

What if I am refused benefits?

If your claim is denied, you will be furnished in writing:

- the specific reasons for denial
- the specific plan provision on which the denial is based

- a description of and reason for needing additional information to consider the claim, and
- an explanation of the review procedure

What if I disagree with the reasons for denying my claim?

If your claim is denied, you or your authorized representative will have 60 days in which to appeal the decision to the Plan Administrator (see Section V). You may also review any documents relating to the denial and submit in writing further information and comments.

The Plan administrator will make a final decision on a review of your claim within 60 days. He will give specific reasons and references to the plan provision on which his decision was based. The 60 days may be extended for another 60 days if the Plan Administrator feels that special circumstances exist which require an extension of time.

What will my benefits be?

The amount of benefits depends on your date of employment as defined under this plan, your length of service, and your sickness record during the previous three years.

If you were a participant in the Plan as of *December 31, 1977*, and have been continuously employed since then in an eligible category, your benefits are determined from the following Schedule I.

SALARY CONTINUANCE SCHEDULE I

Sickness/Accident After Service for	Full Salary	Two-Thirds Salary	One-Third Salary
Less Than 3 Months	0 Weeks	0 Weeks	0 Weeks
3 to 6 Months	0 Weeks	1 Week	1 Week
6 Months	1 Week	1 Week	1 Week
1 Year	2 Weeks	2 Weeks	2 Weeks
2 Years	4 Weeks	4 Weeks	4 Weeks
3 Years	6 Weeks	6 Weeks	6 Weeks
4 Years	8 Weeks	8 Weeks	8 Weeks
5 Years	10 Weeks	10 Weeks	10 Weeks
6 Years	12 Weeks	12 Weeks	12 Weeks
7 Years	14 Weeks	14 Weeks	11 Weeks
8 Years	16 Weeks	16 Weeks	10 Weeks
9 Years	18 Weeks	18 Weeks	9 Weeks
10 Years	22 Weeks	22 Weeks	8 Weeks
11 Years	24 Weeks	21 Weeks	7 Weeks
12 Years	26 Weeks	20 Weeks	6 Weeks
13 Years	28 Weeks	19 Weeks	5 Weeks
14 Years	30 Weeks	18 Weeks	4 Weeks
15 Years	32 Weeks	17 Weeks	3 Weeks
16 Years	34 Weeks	16 Weeks	2 Weeks
17 Years	36 Weeks	15 Weeks	1 Week
18 Years	38 Weeks	14 Weeks	0 Weeks
19 Years	40 Weeks	12 Weeks	0 Weeks
20 Years	42 Weeks	10 Weeks	0 Weeks
21 Years	44 Weeks	8 Weeks	0 Weeks
22 Years	46 Weeks	6 Weeks	0 Weeks
23 Years	48 Weeks	4 Weeks	0 Weeks
24 Years	50 Weeks	2 Weeks	0 Weeks
25 Years	52 Weeks	0 Weeks	0 Weeks

If you became a participant on or after January 1, 1978, your benefits are determined from the following Schedule II.

SALARY CONTINUANCE SCHEDULE II

Sickness/Accident After Service for	Full Salary	Two-Thirds Salary
Less Than 6 Months	0 Weeks	0 Weeks
6 Months	0 Weeks	1 Week
1 Year	1 Week	2 Weeks
2 Years	2 Weeks	3 Weeks
3 Years	3 Weeks	4 Weeks
4 Years	4 Weeks	5 Weeks
5 Years	5 Weeks	6 Weeks
6 Years	6 Weeks	8 Weeks
7 Years	8 Weeks	10 Weeks
8 Years	10 Weeks	10 Weeks
9 Years	12 Weeks	10 Weeks
10 Years	14 Weeks	10 Weeks
11 Years	16 Weeks	10 Weeks
12 Years	18 Weeks	8 Weeks
13 Years	20 Weeks	6 Weeks
14 Years	22 Weeks	4 Weeks
15 Years	24 Weeks	2 Weeks
16 Years	26 Weeks	0 Weeks
16+ Years	26 Weeks	0 Weeks

Please note that benefits under both schedules are reduced by the total of all sickness absences during the previous three years.

Here's an example of how it works:

Employee Jack Jones started as a permanent employee on June 1, 1976. On January 27, 1977 he came down with an illness causing him to be absent from work for 5 days. This was his first illness while employed at Mass Mutual. Under Salary Continuance Schedule I, (6 months of service) he received full pay for the entire 5 day period of absence.

It was not until August 10, 1977 that Jack was again absent due to illness. As a result of surgery, Jack was absent from work for 15 working days. According to Salary Continuance Schedule I, Jack, with 1 year of

service, was entitled to 2 weeks (10 days) at full pay, 2 weeks (10 days) at two-thirds pay, and 2 weeks (10 days) at one-third pay. However, since he had used 5 day of full sick pay within the past three year period, he would now receive 5 days of this absence at full pay and the remaining 10 days would be at two-thirds pay.

Does previous service as an employee or as a General Agent or full-time agent of the Company count toward accumulating salary continuance?

1. Previous employment in an eligible category is counted if you return to work within 30 days of separation.
2. Service as a General Agent of the Company or as an agent of the Company on a full-time basis or as a salaried employee of a subsidiary corporation of which the Company owns 51% or more of the capital stock will be counted provided you become a permanent employee immediately after any period of such service.
3. Credit is given for full-time temporary service if such service is immediately prior to transfer to full-time, reduced time or Home Office part-time permanent status.

IV. BENEFIT REDUCTIONS

If I receive benefits from another source, how will they affect my Massachusetts Mutual salary continuance payments?

1. Worker's Compensation

If you are eligible for payments for time lost from work under Worker's Compensation, you will receive those payments from the carrier of our worker's compensation insurance. If those payments are less than the amount shown under the salary continuance

schedule, the Company will pay the difference between the amount payable under the salary continuance schedule and the amount received under worker's compensation. If those payments are more than the amount shown on the salary continuance schedule, the Company will not pay you any benefit under the Plan.

2. Social Security Disability Benefits

If you qualify for benefits under the Social Security disability insurance program, such payments will affect payments made under the Company's salary continuance program according to the following schedule:

- a. Full salary continuance pay will be reduced by the amount received from Social Security.
- b. Two-thirds salary continuance pay will be reduced so that the total pay received from the Massachusetts Mutual salary continuance program plus Social Security will not exceed 75% of normal pay.
- c. One-third salary continuance pay, when applicable, will be reduced so that the total pay received from the Massachusetts Mutual salary continuance program plus Social Security will not exceed 50% of normal pay.

3. State Disability Benefits

In states where the Massachusetts Mutual pays a share of the DISABILITY TAX (New York, New Jersey, Hawaii), the STATE DISABILITY BENEFITS are integrated with the MASSACHUSETTS MUTUAL SALARY CONTINUANCE BENEFITS payable. This means that the Company will pay you the amount determined by the Salary Continuance Schedule less the amount payable under State Disability Benefits.

In states where the employee pays the entire DISABILITY TAX (California), the STATE DISABILITY BENEFITS and the MASSACHUSETTS MUTUAL SALARY CONTINUANCE BENEFITS are integrated only so that the employee does not receive more than 100% of regular pay.

V. PLAN ADMINISTRATION AND PARTICIPANT'S RIGHTS

Who's in charge?

The Payroll Section of the Employee Services Department in the Home Office is responsible for all administrative and record keeping duties as well as for the determination of benefits according to the SALARY CONTINUANCE SCHEDULE. Benefits are disbursed directly from general assets of the Company.

Plan Administrator: R. Allison Johnson,
Senior Vice President
Corporate Personnel
Massachusetts Mutual
Life Insurance Co.
1295 State Street
Springfield, MA 01111
Tel. No. 413-788-8411

To whom do I write if I have a question or complaint?

Any communication regarding denial of benefits should be addressed to:

Plan Administrator, Salary Continuance Plan
c/o Payroll Section
Employee Services Department
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111

The agent for legal process is:

A. Peter Quinn, Executive Vice President
and General Counsel
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111,
(or the Plan Administrator)

All other communications should be sent to:

(for Life Agency Employees)

Agency Financial Administration Department
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111

(for all other employees)

Payroll Section
Employee Services Department
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111

What other rights do I have under the plan?

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other worksites, all plan documents, including insurance contracts and copies of all documents filed by the plan with U.S. Department of Labor, such as detailed annual reports and plan descriptions.
2. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration Department of Labor.

[United States District Court for the Central District of California, Exhibit C to Affidavit of Robert Allison Johnson, filed in support of Memorandum of Points and Authorities in Support of Defendants' Motion for Summary Judgment, July 13, 1981]

**MASSACHUSETTS MUTUAL EMPLOYEE
DISABILITY PLAN**

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a mutual life insurance company organized under the laws of the Commonwealth of Massachusetts and having its Home Office in Springfield, Massachusetts, does hereby establish, effective August 1, 1976, in accordance with the resolution of its Board of Directors, a disability income plan for the benefit of its employees, as hereinafter provided, under the provisions of Section 36 of Chapter 175 of the General Laws of Massachusetts as amended. This plan replaces the Massachusetts Mutual Employee Disability Plan which was established October 22, 1952. This plan applies only to employees who are actively at work and who meet the requirements for Membership on the effective date or at any time thereafter. Any employee who is absent from work and disabled or receiving salary continuance on August 1, 1976, will continue to be covered under the provisions of the Massachusetts Mutual Employee Disability Plan effective October 22, 1952, as revised prior to August 1, 1976, and will be covered under this plan only upon return to active employment on a full-time basis.

TABLE OF CONTENTS

ARTICLE	Page
I. Name	1
II. Definitions	1
III. Eligibility for Membership	3
IV. Duration of Membership	4
V. Company Contribution	4
VI. Disability Benefits	4
VII. Reemployment	10
VIII. Liability for Payments	11
IX. Funding of Benefits	11
X. Plan Administration	12
XI. Amendment, Modification, Suspension or Discontinuance	15
XII. Liability of Officers and Directors of the Company	15
XIII. Nonassignability	16
XIV. Inspection of Plan	16
XV. Notices and Addresses	17
XVI. Miscellaneous Provisions	17

ARTICLE I

Name

I. The disability plan shall be designated "Massachusetts Mutual Employee Disability Plan" and is herein-after referred to as the "Disability Plan" which reference shall include the provisions hereof and all amendments and modifications thereof.

ARTICLE II

Definitions

II. A. The following words and terms as used in this Disability Plan shall have the meanings set forth below:

1. Administrator: The Plan Administrator provided for in Article X.
2. Armed Forces: The Armed Forces, Coast Guard or the Merchant Marine of the United States.
3. Chief Personnel Officer: Executive officer in charge of the corporate personnel division of the Company.
4. Company: Massachusetts Mutual Life Insurance Company
5. Compensation: "Compensation," for employees other than employees in the Company's Group Field Offices whose compensation is related, in part, to the sale of the Company's group products, means the amount payable by the Company to a Participant at the Participant's basic rate of salary or wages for services rendered during each payroll period, without reduction for any authorized absence, but does not include payments for shift differential, overtime, and bonuses. For employees in the Company's Group Field Offices whose compensation is related, in part, to the sale

of the Company's group products, 'compensation' means the gross amount of base salary and additional salary plus, if any, the salary portion of the new productions bonus, to the extent such amounts qualify as salary for purposes of such employee's participation under the Massachusetts Mutual Employee Pension Plan.

6. Effective Date: August 1, 1976
7. Employee: Any person, including any officer, who is actively engaged as a full-time, permanent, salaried employee of the Company, with the exception of any Field Assistant.
8. Member: Any employee who has qualified as a Member under the Disability Plan as provided in Article III and whose membership has not terminated as provided in Article IV.

II. B. Whenever any words are used herein in the masculine they may be read and construed in the feminine where they would so apply and words used in the singular may be read and construed in the plural where they would so apply.

ARTICLE III

Eligibility for Membership

III. A. All present and future employees of the Company shall become Members of the Disability Plan on whichever of the following is earlier: (1) completion of two years of continuous employment as an employee of the Company or (2) attainment of age 25 and completion of one year of continuous employment as an employee of the Company.

III. B. In determining continuous employment as an employee of the Company there shall be included the period an employee was a member of the Armed Forces, provided such person returns as an employee of the Company not later than 90 days after his discharge as an

active member of such Armed Forces, but there shall be excluded any period an employee was absent from employment by reason of illness if the period of absence was in excess of 30 days in any one year of employment, whether consecutive or otherwise.

III. C. Any period of service as a General Agent of the Company or an agent of the Company on a full-time basis under contract with the Company or with a General Agent of the Company, or both, or employment as a salaried employee of a subsidiary corporation of which the Company owns 51% or more of the capital stock shall be included in determining continuous employment as an employee of the Company.

ARTICLE IV

Duration of Membership

IV. After an employee becomes a Member of the Disability Plan, his membership shall continue until whichever of the following events shall first occur:

- (a) retirement under the Massachusetts Mutual Employee Pension Plan, or
- (b) termination of employment as an employee of the Company other than by reason of disability within the provisions hereof.

ARTICLE V

Company Contribution

V. The Company shall annually contribute such amount as may be required to establish and maintain the actuarial reserve liabilities under the Disability Plan.

ARTICLE VI

Disability Benefits

VI. A. *Entitlement and Amount.* If the Company shall receive at its Home Office due proof that a Member has

become totally disabled so that he is wholly prevented thereby from performing substantially all of the duties of his usual occupation during the first two years of such total disability, and thereafter from performing any work or engaging in any business or occupation for compensation or profit, the Company will pay such Member monthly disability benefits for the period of disablement but excluding the first eight weeks after the date on which the Member becomes totally disabled. Payment of benefits will commence on the first day of the month next succeeding receipt of due proof of disability. The amount of each monthly benefit payment will be equal to 1/12 of the annual benefit as computed from the following table for the annual rate of compensation of such Member of the day prior to the commencement of disability hereunder.

COMPENSATION	ANNUAL BENEFIT
to \$3,000	85% of compensation
\$3,000 to \$6,000 inclusive	\$2,550 plus 70% of compensation in excess of \$3,000
\$6,000 to \$10,000 inclusive	\$4,650 plus 60% of compensation in excess of \$6,000
\$10,000 to \$20,000 inclusive	\$7,050 plus 50% of compensation in excess of \$10,000
\$20,000 to \$50,000 inclusive	\$12,050 plus 45% of compensation in excess of \$20,000
over \$50,000	\$25,550 plus 40% of compensation in excess of \$50,000
Maximum Annual Benefit \$60,000	

VI. B. *Benefit Offset.* Any disability benefits payable in accordance with the above schedule shall be reduced by the sum of any income or benefit payable on account of the employee's disability under one or more of the following:

- (1) Any Workmen's Compensation Law, Employees' Disability Law or any other similar law or act;
- (2) Any salary continuance plan or similar type of plan established by the Company, whether or not

established in compliance with an applicable state or federal law or act;

- (3) The Federal Old Age, Survivors and Disability Insurance Act (Social Security), provided that the determination of the amount payable thereunder during any one period of disability shall be without regard to any increase in benefits thereunder after benefit payments under the Plan have commenced. Benefits payable under said Act to the employee's spouse or children on account of the employee's disability or his attainment of a specified age, shall not be included in the benefit offset determination.

A disabled employee must submit to the Company within five months from the commencement of his disability, satisfactory proof that he has applied for Social Security disability benefits, and must agree to reimburse the Company, if approved for Social Security disability benefits, the amounts which would be a proper offset under the preceding paragraph. In the event a disabled employee does not furnish such satisfactory proof, and an agreement to reimburse disability benefits payable under the Plan will be reduced by the amounts which the Company determines would be the Social Security disability benefit offset under the preceding paragraph assuming an application for such benefits had been made and approved;

- (4) Any disability benefit payable by the United States or any other country or international authority in connection with a disability which any Member received or contracted while in the Armed Forces and such disability occurs after the expiration of two years from the date of his employment or re-employment as an employee of the Company; and

- (5) Any coverage required or provided by any statute (including, but not limited to, any National or State No-Fault Motor Vehicle Insurance Act)

VI. C. Rehabilitation. If, while totally disabled as defined in Article VI.A, a Member engages in any occupation, business, employment or profession, his earnings therefrom shall be added to and become a part of the benefit offset applicable in determining the amount of any monthly benefit payment due the Member; provided, however, that if, while receiving disability benefits hereunder, a Member engages in any occupation, business, employment or profession which, as determined by the Company, appears to be rehabilitative in nature, the Company may, notwithstanding any other provision of this Disability Plan, specify a period of time, not exceeding twenty-four months nor extending beyond the Member's sixty-fifth birthday, during which not more than 50% of the Member's earnings will be offset against the monthly amount of disability benefits otherwise payable.

VI. D. Maximum Benefit. The amount of disability benefits paid under this Disability Plan will be limited, however, so that the total monthly amount received by the disabled Member, including the benefits payable under this Disability Plan, the Social Security Act, and any Workmen's Compensation Act and earnings of the disabled Member from other employment, will not exceed 90% of the monthly cash compensation received by the disabled Member from the Company immediately prior to the date benefit payments commenced under this Disability Plan.

A totally disabled Member's acceptance of any monthly disability benefits in an amount determined by including part of his earnings from an occupation, business, employment or profession shall not prejudice the right of the Member to receive monthly disability benefits in an amount determined without reference to such earnings

should the Member remain totally disabled beyond the cessation of such earnings.

VI. E. Duration of Payments. Disability benefits as provided in this Article shall be payable only as long as such Member shall be totally disabled as herein defined, but in no event beyond the date of the retirement of the Member under the Massachusetts Mutual Employee Pension Plan or age 65 if not a participant in the Massachusetts Mutual Employee Pension Plan.

VI. F. Conditions Precluding Benefits under this Plan. No disability benefits herein provided shall be due or payable to a Member if total disability results directly or indirectly from:

- (1) Intentional self-inflicted injury, or
- (2) Pregnancy, except complications of pregnancy, or
- (3) Bodily injury, mental illness or disease of any kind received or contracted while in the Armed Forces, and such disability occurs within two years from the date of his employment or reemployment as a Member of the Company.

VI. G. Conditions Existing at time of Employment. If the employee received medical care or treatment due to an accidental bodily injury or disease during the 12 consecutive months immediately preceding the effective date of the employee's participation in the Plan, no benefits will be payable with respect to any period of total disability that commences within the 24 month period immediately following said effective date of participation that is the result of, or related to, the injury or disease, unless such disability commences subsequent to a period of 12 consecutive months ending after the effective date of participation and during which the employee has received no medical care or treatment for the injury or disease. This provision shall be effective only as to those

individuals who commence employment with the Company on or after November 1, 1976.

VI. H. Proof of Disability. The Member shall furnish as often as the Company reasonably may request due proof of the continuance of such disability, and at the request of the Company shall submit to physical examinations or laboratory tests by physicians designated by the Company. If the Member shall (1) fail to furnish such proof of disability, or (2) refuse to submit to such examination or other tests, or (3) become able to perform any work or engage in any business or occupation for compensation or profit, other than that deemed rehabilitative as provided in Article VI.C, any monthly disability benefits herein provided shall immediately cease.

ARTICLE VII

Reemployment

VII. A. Except as provided in Paragraphs B and C of this Article, the reemployment of any person as an employee of the Company shall be deemed to be a first employment for the purposes of the Disability Plan and he shall become a Member of the Disability Plan when he has complied with the provisions of Article III above.

VII. B. A former Member who returns as an employee of the Company not later than 90 days after his discharge as an active member of the Armed Forces shall become a Member of the Disability Plan on the date of his reemployment.

VII. C. A Member who returns as an employee of the Company directly following a period during which he or she has been receiving benefits under the Massachusetts Mutual Employee Disability Plan shall continue to be a Member of the Plan.

ARTICLE VIII

Liability for Payments

VIII. All payments provided by the Disability Plan shall be a liability of the Company and shall have the same status as policy guarantees and claims. Funds of the Disability Plan shall be held by the Company in a liability fund entitled "Reserve for Massachusetts Mutual Employee Disability Plan" and there shall be no obligation to segregate the funds of the Disability Plan from the other assets of the Company. All payments shall be due and payable at the Home Office of the Company in Springfield, Massachusetts.

ARTICLE IX

Funding of Benefits

IX. The reserves to be established and maintained for the benefits provided under the Disability Plan shall be determined on the basis of assumptions approved by the Chief Actuary of the Company but shall not be less than the minimum reserve required or permitted by the Commissioner of Insurance of the Commonwealth of Massachusetts. Each year the Company shall transfer from the general funds of the Company to the reserve liability of the Disability Plan such amount as the Chief Actuary of the Company may determine to be necessary to adequately fund the Disability Plan.

ARTICLE X

Plan Administration

X. A. The Chief Executive Officer of the Company may appoint an Administrative Committee and shall appoint a Plan Administrator. The Chief Personnel Officer may be the Administrator of the Plan. The Plan Administrator shall be the Chairman of any Administrative Committee which the Chief Executive Officer may appoint. Any appointee must be an employee of the Company.

X. B. The Administrator shall perform all acts required of the Administrator by this Plan, and by any applicable law, subject to the permitted delegations and the allocation of functions set forth within this Plan, and subject to the supervision and direction of any Administrative Committee.

The Administrative Committee, if appointed, shall regularly review, supervise and direct the operation of the Plan. The action of the Committee on all matters shall be by majority vote of its members. The Committee may through resolution authorize one or more members to execute instruments in its behalf and any instrument executed by such authorized person or persons shall, as to the Plan members, constitute the authorized act of the Committee. The Committee shall appoint a Secretary, who may or may not be a member of the Committee, who shall keep the records of the Committee's actions and proceedings.

X. C. The Administrator, the Committee, and any person exercising a fiduciary function under the Plan may engage the assistance of and rely on opinions from the auditors, accountants, and legal counsel of the Company and others in conjunction with the performance of functions hereunder.

X. D. Subject to the powers of the Administrator and any Administrative Committee appointed hereunder, the Company's Chief Personnel Officer and persons under his supervision shall be responsible for and shall perform all administrative and recordkeeping duties contemplated by the Plan involving payment of disability benefits and communications with Plan members.

X. E. The Chief Personnel Officer shall provide a Member with a written statement as to the reasons for any denial of benefits hereunder and shall inform him of his right to a full and fair review by the Administrator, or, if appointed, the Administrative Committee. Any mem-

ber may direct any grievance with respect to the denial of benefits to the Administrator or Administrative Committee which shall review such grievance. The Administrator or Administrative Committee shall consider such material as may be presented by an aggrieved person or his representative. The decision of the Administrator or Administrative Committee with respect to the grievance shall be communicated in writing to the aggrieved person. No appeal of a denial of benefits will be permitted hereunder unless the Administrator receives written notice of the appeal not later than 60 days from the date the Member receives written notice of the denial of benefits.

X. F. The term of office of the Administrator and of each member of any Administrative Committee shall be until death, termination of employment, retirement, removal or resignation. In the event of the termination of office of any member of the Administrative Committee, the remaining members shall act until a successor has been appointed. The Chief Executive Officer shall have the right to remove from office the Administrator or any member of the Administrative Committee. Resignation shall be effective by written notice mailed or delivered to the Chief Executive Officer or the Company.

X. G. The Administrator and any Administrative Committee shall be fully protected in taking any action based on any paper or document believed to be genuine or valid and to be properly executed and presented. All decisions, actions or failures to act on the part of the Administrator or any Administrative Committee or any member thereof made or taken in good faith in order to carry out the intent and purpose of the Plan shall discharge such person from liability. No provision of this Plan shall be construed, applied or interpreted to relieve any person of liability for fraud, misfeasance, willful neglect, or breach of fiduciary duty. The Administrator, any Administrative Committee and members thereof, or any person having authority with respect to the Plan shall not

be charged with any liability in the event of the invalidity of the Plan or any part thereof or by reason of the failure of the Plan to provide benefits or to carry out its intent and purposes with respect to any member.

ARTICLE XI

Amendment, Modification, Suspension or Discontinuance

XI. While it is intended that this Plan shall be established and continued for an indefinite period, the Company nevertheless reserves the right without the consent of any person, through action of its Board of Directors, to amend, modify, suspend or discontinue the Disability Plan. No such action shall adversely affect the rights of any Member who is then receiving disability benefits under the Disability Plan. If the Disability Plan is discontinued, no employee of the Company shall have the right on and after the date of discontinuance to become a Member of the Disability Plan.

ARTICLE XII

Liability of Officers and Directors of the Company

XII. Except as otherwise required or permitted by Section 410(a) of the Employee Retirement Income Security Act of 1974, as amended, no recourse under any provision of this Plan shall be had against any officer or director of the Company as such, past, present or future, and all such officers and directors are hereby released from all liability hereunder as a condition of, and as part of the consideration for, the execution hereof and the assumption of the obligations hereunder by the Company and the participation in benefits hereunder by Members.

ARTICLE XIII

Nonassignability

XIII. No Member may anticipate, encumber, alienate or assign any of his rights, claims or interest in the Disability Plan and, to the extent permitted by the laws of the place of residence of the Member, no payment, benefit or right arising by reason of the Disability Plan shall be in any way subject to the debts, contracts, or engagements of any Member or legal process of any kind.

ARTICLE XIV

Inspection of Plan

XIV. There shall be kept on file with the Company a true copy of the Disability Plan, of all amendments or modifications thereto, of the resolutions of the Board of Directors authorizing the Disability Plan and any amendments or modifications, and all other documents required to be maintained and subject to inspection under the requirements of the Employee Retirement Income Security Act of 1974. All employees of the Company shall have the right to inspect such copies during the business hours of the Company. Each Member shall have a similar right to inspect the records of the Disability Plan which relate to his own interest therein but shall have no right to inspect the records of the Disability Plan relating to the interest or membership of others.

ARTICLE XV

Notices and Addresses

XV. A. For all purposes of the Plan the following addresses shall govern:

Administrator or
Administrative
Committee

Company

Administrator of Employee Disability Plan
c/o Massachusetts Mutual Life Insurance
Company
1295 State Street
Springfield, Massachusetts 01111

Massachusetts Mutual Life Insurance
Company
1295 State Street
Springfield, Massachusetts 01111

The addresses of all members shall be the last address of such person on file with the Company or Administrator.

XV. B. Notification to the Employees at the Home Office of the Company in Springfield, Massachusetts shall be through the medium of the customary interoffice communication system unless an employee shall request that notice be sent to a different address by filing a written request therefor with the Administrator. Notification to employees who are not employed at the Home Office in Springfield, Massachusetts shall be in care of the office or agency of the Company in which they are employed by the Company unless such employee shall request that notice be sent to a different address by filing a written request therefor with the Administrator.

ARTICLE XVI

Miscellaneous Provisions

XVI. A. Membership in the Disability Plan shall not be construed to alter, modify or change the relationship of employer and employee or to grant to any employee the right to be retained in the employ of the Company or to modify the authority of the Company over its employees.

XVI. B. Facility of Payment. Whenever in the sole and exclusive judgment of the Company a Member is deemed to be physically or mentally incompetent to receive and give a valid receipt for payment due hereunder and no guardian, committee or other legal representative of the property of such Member is then qualified to act, any

monthly payment due such Member may be paid to the wife or husband of the Member or to any other person or institution appearing in the sole and exclusive judgment of the Company to be equitably entitled to such payment by reason of having incurred expense for the care and maintenance of such Member, and the Company's cancelled check for any such payment made to such wife or husband or such person or institution shall be conclusive evidence that all claims for such monthly payment under the Disability Plan have been fully satisfied and shall constitute a discharge of liability under the Disability Plan for such monthly payment.

XVI. C. The validity of the Disability Plan and of any of its provisions, amendments and modifications and the rights of all persons thereunder shall be determined and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

[United States District Court for the Central District of California, Exhibit D to Affidavit of Robert Allison Johnson, filed in support of Memorandum of Points and Authorities in Support of Defendants' Motion for Summary Judgment, July 13, 1981]

YOUR LONG-TERM DISABILITY PLAN

an employee handbook

This booklet is designed to explain to you the highlights of this plan. The description is not part of the plan and does not modify it or serve as a conclusive interpretation of its terms. The description outlines circumstances applicable to most participants and does not cover less usual situations. If you have any questions, contact the Employee Benefits Section of the Personnel Department.

Plan Sponsor: Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, Massachusetts 01111

Employer Identification Number: 04-1590850

Plan Number: 501.

Plan Year: January 1—December 31

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. ELIGIBILITY	1
III. MEMBERSHIP	3
IV. DISABILITY BENEFITS AND CLAIM PROCEDURES	3
V. BENEFIT REDUCTIONS	4
VI. CONDITIONS EXCLUDED FROM BENEFITS	5
VII. REHABILITATION	6
VIII. PLAN ADMINISTRATION AND PARTICIPANTS' RIGHTS	7

MASSACHUSETTS MUTUAL EMPLOYEE DISABILITY PLAN

I. INTRODUCTION

The Employee Disability Plan provides monthly income to participating full-time employees who become totally disabled beyond the period covered by Salary Continuance benefits.

II. ELIGIBILITY

How do I become a member of the plan?

You automatically become a member if you were actively employed on August 1, 1976, or after and have been a full-time permanent employee for either

- one year of *continuous* service if you are at least age 25, or
- two years of *continuous* service if you are less than age 25.

Individuals receiving disability benefits continuously since before August 1, 1976, are covered by the plan as it existed prior to that date.

What is meant by "continuous" service?

1. Service starting on your date of employment as a *full-time permanent employee* will be considered as continuous, except that absences of 30 days or more will not be counted.
2. Any period you were a member of the *Armed Forces*, provided you return as an employee not later than 90 days after your discharge as an active member of the Armed Forces, will be considered as continuous service.
3. Any period of employment as a *General Agent* of the Company or an *agent* of the Company on a full-time

basis under contract or as a salaried *employee of a subsidiary* corporation of which the Company owns 51% or more of the capital stock will be considered as continuous service providing you become a full-time permanent employee immediately after any period of such service.

III. MEMBERSHIP

How will I know I am a member?

Upon completion of the service requirements you will be enrolled in the Plan and will receive a certificate of membership as well as a copy of this handbook. If you think you satisfy the eligibility requirements and have not received a certificate, contact the Employee Benefits Section of the Personnel Department

Do I have to pay anything for Plan Membership?

No. The Plan is non-contributory and all costs are paid by the Company.

How long will I remain a member?

You will be a member of the Plan until:

1. You retire under the Massachusetts Mutual Employee Pension Plan or,
2. You terminate employment other than by reason of disability or,
3. You attain age 65.

IV. DISABILITY BENEFITS

When am I eligible for benefits?

You are eligible if the Company determines that you have been totally disabled for a period of at least eight weeks due to illness or injury and have exhausted your Salary Continuance allowance. You will be considered

totally disabled if you are *wholly prevented from performing substantially all of your usual occupation* during the first two years of disability, and thereafter from performing *any work or engaging in any business or occupation* for compensation or profit.

How do I apply for benefits?

Application for benefits may be made when you feel you fulfill the previously mentioned definition. However, *no benefits will be paid until at least eight weeks after the date on which total disability commenced.*

You may request claim application forms from the Employee Benefits Section of the Personnel Department. With the claim forms you will receive instructions for completion and mailing back to the Home Office.

How is a claim processed?

Claims are reviewed by the Company's Disability Committee. This Committee may ask for additional medical information or studies before deciding to recommend approval or denial of the claim. The Administrative Committee (see Section VIII) makes the final determination concerning your claim; you will be notified as soon as a decision is reached. If your claim is denied, you will have 60 days in which to appeal the decision in writing to the Plan Administrator (see Section VIII). You may also review any documents relating to the denial and submit in writing further information and comments.

If approved, what will my benefits be?

You will be paid monthly, beginning on the first day of the month following approval, according to the following schedule:

Annual Compensation	Annual Benefit
To \$6,000	\$2,550 plus 70% of compensation in excess of \$3,000
\$6,001 to \$10,000 inclusive	\$4,650 plus 60% of compensation in excess of \$6,000
\$10,001 to \$20,000 inclusive	\$7,050 plus 50% of compensation in excess of \$10,000
\$20,001 to \$50,000 inclusive	\$12,050 plus 45% of compensation in excess of \$20,000
over \$50,000	\$25,550 plus 40% of compensation in excess of \$50,000

Maximum Annual Benefit \$60,000

Example: If you earn \$165/week, your benefit is determined as follows:

- a. Annual compensation = \$165 × 52 = \$8,580
- b. Annual benefit = \$4,650 + (60% × \$2,580) = \$6,198
- c. Monthly benefit = \$6,198 ÷ 12 = \$516.50

How long will I continue to receive disability benefits?

You will receive benefits as long as you continue to furnish proof that you are totally disabled but in no event beyond the date of your retirement under the Employee Pension Plan or attainment of age 65.

You will be asked to furnish a physician's statement at intervals as often as deemed reasonably necessary and at least once every twelve months.

Suppose I become too ill to endorse my benefit checks?

Whenever, in the judgment of the Company, you are unable to receive payment and no guardian has been appointed for you, benefits will be paid to your spouse or any other person or institution appearing to be entitled to such payment.

V. BENEFIT REDUCTIONS

If I receive disability benefits from another source, how will they affect my Massachusetts Mutual payments?

Your Massachusetts Mutual disability income will be reduced by the amount of any benefit payable under one or more of the following:

1. Workers' Compensation.
2. Any Salary Continuance program established by the Company.
3. Social Security disability benefits.

The Social Security offset will be determined by the amount being received at the time the offset is first made and will not be changed by any subsequent increase in Social Security payments or by any Social Security being received by your spouse or children.

Within five months of the commencement of disability you must submit to the Company satisfactory proof that you have applied for Social Security disability benefits and must agree to reimburse the Company if such application is approved in the amount of any such offset. If you do not furnish such proof and agreement, disability payments will be reduced by the amount which the Company determines would be the correct offset if application had been made and approved.

4. Any disability benefit payable by the United States or any other country or international authority in connection with a disability received or contracted while in the Armed Forces.
5. Any coverage required or provided by any statute including, but not limited to, any federal or state no-fault motor vehicle insurance act.

6. 50% of any earnings gained during rehabilitative employment (see Section VII).

Example: Monthly compensation before being disabled:

\$715

Monthly disability benefit: \$516.50

Monthly Social Security benefit: \$385.10

Net monthly payment from Plan=\$516.50-

\$385.10=\$131.40

In no event may the amount of disability benefits, combined with those payable under any of the above mentioned reductions and any rehabilitation earnings not offset, exceed 90% of the monthly cash compensation received by you from the Company immediately prior to the date that disability benefits commenced under this Plan. In the example shown above total benefits equal 72% of predisability income and are, therefore, within the 90% limit.

VI. CONDITIONS EXCLUDED FROM BENEFITS

Once I become a member are there any situations which would prevent my being eligible to receive benefits?

Yes, there are. You will not be eligible for benefits if your disability results directly or indirectly from:

1. Intentional self-inflicted injury.
2. Bodily injury, mental illness or disease of any kind received or contracted while in the Armed Forces if such disability occurs within two years from the date of employment or reemployment.

Are illnesses or accidents that first appeared prior to eligibility for the plan excluded from coverage?

Yes. If you received medical care or treatment for any illness or injury during the 12 months prior to your enrollment in the Plan, no benefits will be payable for any

period of total disability related to that illness or injury that starts within 24 months following enrollment.

There are two exceptions to the above.

1. If you receive no treatment for the pre-existing condition for a period of 12 months following your enrollment in the plan, you will then be eligible for benefits.
2. If you were an active employee of the Company on November 1, 1976, and you have been continuously employed, the pre-existing condition clause does not apply.

VII. REHABILITATION

What happens if, after receiving benefits, I become able to work again?

If, while totally disabled you return to work, your earnings will be added to and become a part of your benefit offset. However, if the employment is determined by the Company to be rehabilitative in nature, it may specify a period of time not exceeding 24 months during which not more than 50% of the earnings will be offset (see Section IV).

What if my attempt at rehabilitation fails?

Your acceptance of earnings during a period of rehabilitation will not adversely affect your right to receive benefits should you remain totally disabled after your rehabilitation employment ceases.

VIII. PLAN ADMINISTRATION AND PARTICIPANT'S RIGHTS

Who's in charge?

The Administrative Committee is responsible for the approval or denial of benefits. The Employee Benefits Sec-

tion of the Personnel Department is responsible for all administrative and record keeping duties, including payment of benefits and communications with plan members. Benefits are disbursed directly from assets of the Company.

Administrative Committee: James R. Martin,
Plan Administrator,
Tel. No. 413-788-8411
William J. Clark
J. Berkley Ingram, Jr.
C. Norman Peacor
A. Peter Quinn, Jr.

To whom do I write if I have a question or complaint?

Any communication regarding denial of benefits should be addressed to:

Plan Administrator, Disability Plan
c/o Employee Benefits Section
Personnel Department
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111

The agent for legal process is:

A. Peter Quinn, Executive Vice President
and General Counsel
Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111
or the Plan Administrator

All other communications should be sent to:

Employee Benefits Section
Personnel Department
Massachusetts Mutual Life Insurance Co.
1295 State Street
Springfield, MA 01111

What other rights do I have under the plan?

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge, at the plan administrator's office and at other worksites, all plan documents, including insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
2. Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of

the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration Department of Labor.

MASSACHUSETTS MUTUAL
LIFE INSURANCE COMPANY,
Springfield, Massachusetts 01111

November, 1977